REMARKS/ARGUMENTS

Applicants appreciate the telephonic interview with the Examiner on March 25, 2008.
Claims 1, 4, 7, 12, 14, 19, and 30 have been amended for clarification. In light of the claim
amendments and subsequent remarks explained more fully below, Applicants respectfully
request reconsideration and allowance of the claims.

35 U.S.C. §101

In the Office Action, the Examiner rejects Claims 1, 12, 19, and 30 as being directed to
non-statutory subject matter under 35 U.S.C. §101. As agreed upon in the telephonic interview,
the rejection of Claims 1, 12, 19, and 30 under 35 U.S.C. §101 has been withdrawn.

35 U.S.C. §112, 2nd paragraph

In addition, the Examiner rejects the claims under 35 U.S.C. §112, second paragraph, as
being indefinite for the use of the terms "dynamic packaging orchestrator" and "flexibility rules".
Claims 7, 14, and 30 have been amended in order to clarify the term flexibility rules. In
particular, Claims 7 and 14 have been amended to recite that the flexibility parameters are based
on a consumer's profile and flexibility, and Claim 30 has been amended to recite that the
flexibility rules are derived from a consumer's profile. See, for example, FIG. 3 and page 9, line
17 – page 10, line 8 for support for these amendments.

Applicants respectfully disagree that the term "dynamic packaging orchestrator" is
indefinite. In this regard, the term "dynamic packaging orchestrator" is only part of the name,
"dynamic packaging orchestrator and continuous shopping engine" (DPO/CSE), that is given to a
module or component of a system as described in the present application. The DPO/CSE may
be a module for performing various functions as specified in the claims, and the Applicants fail
to see how the name of a particular module renders the claims indefinite since the functionality
of the DPO/CSE is clearly recited in the claims and described in the present application.
Therefore, Applicants respectfully submit the claims are definite and the rejection under 35
U.S.C. §112 is overcome.

35 U.S.C. §103(a)

Moreover, the Examiner rejects Claims 1-5, 7-14, 16-21, and 23-31 under 35 U.S.C. §103(a) as being unpatentable over U.S. Patent No. 6,553,346 to Walker et al. in view of U.S. Patent No. 6,553,346 to Ojha et al.

Independent Claims 1, 12, and 19

Independent Claim 1 recites a system for auctioning consumer demand that includes a request adaptor that receives a first data set *(e.g.,* PNR) in a first protocol, converts the first data set into a second data set *(e.g.,* standard protocol) in a second intermediate protocol, and then converts the second data set into a third data set *(e.g.,* travel request) in a third protocol. Similarly, Claims 12 and 19 recite a system and method, respectively, that include a request adapter for receiving a PNR from a distribution system *(e.g.,* GDS) and converting the PNR into a travel request.

Walker does not disclose converting a **first data set** into a **second data set** and further converting the second data set into a **third data set**, as recited by independent Claim 1. In contrast, Walker only discloses that a package CPO may be deconstructed into component CPOs. Even if the deconstruction into component CPOs is considered a conversion into a second data set, Walker does not otherwise teach or suggest that the component CPOs are converted into a third data set. Thus, Walker only discloses that the CPO package is broken down into individual components so that each component may be bid on by sellers. Ojha also fails to teach or suggest the aforementioned recitations and is not relied upon as such by the Examiner.

Similarly, Walker does not disclose **converting a passenger name record or PNR into a travel request** for a consumer associated with the PNR, as recited by independent Claims 12 and 19. In fact, Walker does not disclose using PNRs at all let alone converting a PNR into a travel request. Rather, Walker only discloses that buyers submit binding package CPOs, such as a travel-related package including air travel, hotel, and car rental, but does not disclose that such package CPOs are derived from respective PNRs. Ojha also fails to teach or suggest the aforementioned recitations and is not relied upon as such by the Examiner.

As such, Applicants respectfully submit that the rejection of independent Claims 1, 12, and 19, and those claims that depend therefrom, under 35 U.S.C. § 103(a) is therefore overcome.

Independent Claims 1, 12, 19, and 31

Although Applicants submit that independent Claims 1, 12, and 19 are distinguishable for at least those reasons discussed above, Applicants submit that Claims 1, 12, and 19 are further distinguishable from Walker. In this regard, <u>Walker does not teach or suggest **creating, forming, or reorganizing travel requests into groups**, as recited by Claims 1, 12, 19, and 31</u>. In particular, Claim 1 recites creating at least one group including the third data set and similar data sets in the third protocol, while Claims 12 and 19 recite creating/forming at least one group including the travel request and similar travel requests. Moreover, Claim 31 recites reorganizing the requests for travel into groups having the same or similar items. For example, a request with the same departure and arrival information may be grouped together.

Conversely, Walker does not teach or suggest grouping package CPOs or component CPOs into groups. Walker only discloses that package CPOs are deconstructed into components that are individually offered to sellers. Walker does not further disclose that the components are re-grouped in any particular manner. Moreover, Walker does not disclose that package CPOs or component CPOs from different buyers are grouped prior to submitting the components to sellers. Ojha also fails to teach or suggest the aforementioned recitations and is not relied upon as such by the Examiner.

Therefore, Applicants respectfully submit that the rejection of independent Claims 1, 12, 19, and 31, and those claims that depend therefrom, under 35 U.S.C. §103(a) is overcome.

Independent Claim 27

Independent Claim 27 recites reevaluating a price and an availability of the travel request offered at the distribution system to fulfill the travel request. As disclosed on page 11 of the specification of the present application, the dynamic packaging orchestrator and continuous shopping engine module ("DPO/CSE module") uses fare and availability updates from the fare

and availability monitor to continuously shop for travel products or services that are capable of satisfying the travel request.

Walker does not teach or suggest **reevaluating a price and an availability of the travel request** offered at the distribution system to fulfill the travel request, as recited by independent Claim 27. Walker arguably discloses changing the offer price of a component CPO by reallocating the margin if the component remains unaccepted for a given period of time, but does not disclose reevaluating the offer price based on a change in price or availability of a travel request at a distribution system. Moreover, Claim 27 recites continuously shopping the travel request at a *distribution system* (e.g., global distribution system), reevaluating a price and an availability of the travel request at the *distribution system*, and booking the travel request at the *distribution system*. In contrast, Walker only discloses that the CPO management system modifies the offer price by reallocating the margin before providing the modified price to sellers, but does not teach or suggest that the CPO management system reevaluates a price and an availability of the travel request at a distribution system as recited by the claimed invention. Ojha also fails to teach or suggest the aforementioned recitations and is not relied upon as such by the Examiner.

As such, Applicants submit that the rejection of independent Claim 27, and those claims that depend therefrom, under 35 U.S.C. §103(a) is therefore overcome.

Independent Claim 30

Independent Claim 30 recites a dynamic packaging orchestrator and continuous shopping engine (DPO/CSE) that includes a dynamic packaging management module for dividing one or more grouped travel requests into a plurality of individual requests represented in the one or more grouped requests and creating additional requests based on flexibility rules derived from a consumer's profile. The DPO/CSE also includes a dynamic connection constructor module for receiving the one or more grouped requests and generating a list of alternate requests based on a consumer's flexibility, and submitting the alternate requests to the dynamic packaging management module. In addition, the DPO/CSE includes a bid management module for receiving the plurality of requests, the additional requests, and the alternate requests from the

dynamic packaging management module. Each of the requests are offered for bidding and when a bid is received, a determination is made to ascertain if the bid is acceptable before booking the bid.

In contrast, <u>Walker does not disclose **creating additional requests based on flexibility rules derived from a consumer's profile, generating a list of alternate requests based on a consumer's flexibility, offering the additional/alternate requests for bidding, and/or receiving bids on the additional/alternate requests and determining whether one or more bids are acceptable**</u>. Conversely, Walker simply discloses that package CPOs are received and deconstructed into component CPOs. In addition, Walker discloses that the package CPOs submitted by buyers are binding such that Walker teaches away from creating additional requests based on flexibility rules or generating alternate requests based on a consumer's flexibility. Thus, more than one package CPO could be created, but its creation would result in more than one binding offer. Such an outcome is contrary to the teachings of Walker, as the buyer would be bound by multiple binding package CPO. Ojha also fails to teach or suggest the aforementioned recitations and is not relied upon as such by the Examiner.

Therefore, Applicants respectfully submit that independent Claim 30 is distinguishable from the cited references, and that the rejection under 35 U.S.C. §103(a) has been overcome.

CONCLUSION

In view of the amendments and remarks presented above, it is respectfully submitted that all of the present claims of the present application are in condition for immediate allowance. It is therefore respectfully requested that a Notice of Allowance be issued. The Examiner is encouraged to contact Applicants' undersigned attorney to resolve any remaining issues in order to expedite examination of the present application.

It is not believed that extensions of time or fees for net addition of claims are required, beyond those that may otherwise be provided for in documents accompanying this paper. However, in the event that additional extensions of time are necessary to allow consideration of this paper, such extensions are hereby petitioned under 37 CFR § 1.136(a), and any fee required therefore (including fees for net addition of claims) is hereby authorized to be charged to Deposit Account No. 16-0605.

Respectfully submitted,

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